

286020

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of JACABB Utilities, LLC to request to establish sewer pass-through rates for JACABB Utilities, LLC and approval of a Water Systems and Sanitary Sewerage Asset Purchase Agreement with Triangle Real Estate to serve Rosewood at Clemson Develop

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2019 - 189 - S

MAIL / DMS
PSC SC

JUL 05 2019

RECEIVED

(Please type or print)

Submitted by: Stephen R. Goldie

Address: 210 W. N. 2nd Street

Seneca, SC 29678

SC Bar Number:

Telephone: 864-882-8194

Fax: 864-882-0851

Other:

Email: sheilat@goldieassociates.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other:

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric/Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificate
<input type="checkbox"/> Electric/Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric/Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric/Water/Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric/Water/Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input checked="" type="checkbox"/> Water/Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	



July 3, 2019

VIA - FIRST CLASS MAIL

The Honorable Jocelyn D. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, SC 29210

RE: Application of JACABB Utilities, LLC to request to establish sewer pass-through rates for JACABB Utilities, LLC and approval of a Water Systems and Sanitary Sewerage Asset Purchase Agreement with Triangle Real Estate to serve Rosewood at Clemson Development in City of Clemson, South Carolina


Dear Ms. Boyd:

Enclosed for filing is the Application of JACABB Utilities, LLC in the above reference matter. I would appreciate your acknowledging receipt of this document by date-stamping the extra copy of this letter that is enclosed and returning it to me via first class mail. By copy of this letter, I am serving the Office of Regulatory Staff and enclose a certificate to that effect.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

JACABB Utilities, LLC


Stephen R. Goldie
Managing Owner

Enclosure

cc: Nanette Edwards, Executive Director, ORS

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BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-189-S

RECEIVED

JUL 05 2019

PSC SC
MAIL / DMS

IN RE:

Application of JACABB Utilities, LLC to)
 request to establish sewer pass-through)
 rates for JACABB Utilities, LLC)
 and approval of a Water System and)
 Sanitary Sewerage Asset Purchase)
 Agreement with Triangle Real Estate)
 to serve Rosewood at Clemson)
 Development in City of Clemson, South)
 Carolina)
 _____)

APPLICATION

JACABB Utilities, LLC (“Applicant” or “Utility”), pursuant to S.C. Code Ann §58-5-210 and Vol. 10 S.C. Code Ann. Regs. RR. 103-704, 103-743, and 103-503, hereby requests to establish a sewer pass-through rate, applies for an expansion of its authorized water service area to include certain portions of the City of Clemson, Pickens County, South Carolina, request approval of a pass-through charge for sewer and stormwater fees, and request approval of the Water System and Sanitary Sewerage Asset Purchase Agreement with Triangle Real Estate, (“Owner”). In support of this Application, Applicant would respectively show as follows: Applicant is a public utility currently authorized to operate water and wastewater systems under the jurisdiction of the Public Service Commission of South Carolina (“Commission”) in Pickens County, as well as certain other counties in this state. Its corporate charter is presently on file with the Commission and an appropriate bond has been posted with same.

1. Applicant does not have on file an approved sewer pass-through rate and charge for sewer service; Applicant therefore requests the Commission approve the Proposed Schedule of Rates and Charges detailed in Exhibit "A". Applicant's request to establish sewer pass-through rates and charges does not require a determination of the entire rate structure and overall rate of return for the Applicant.
2. The sewer system area for which the sewer pass-through rates are requested (the "Proposed Service Area") is located in the City of Clemson, Pickens County, South Carolina and will include multi-family apartments in the Rosewood at Clemson Development. The sewer system will consist of 8" sewer collection mains and manholes with a sewer pump station that will discharge to the City of Clemson's sewer system for treatment. The City of Clemson has approved the Utility owning this collection system serving the Development.
3. The water service area for which expansion is sought (the "Proposed Service Area") is located in the City of Clemson, Pickens County, South Carolina and will include multi-family apartments in the Rosewood at Clemson Development owned by Triangle Real Estate. City of Clemson is the water provider that serves the Proposed Service Area and has agreed to serve this Development by means of master meters. Applicant requests that it be allowed to provide water service in the Proposed Service Area pursuant to the rates and charges set forth in its existing monthly rate scheduled as approved under 2008-697, Order Exhibit 2, in Docket No. 2008-173-W.
4. The Proposed Service Area will include 142 sewer customers and 166 water customers.

5. The Applicant also seeks approval of an agreement entered into between Applicant and Triangle Real Estate dated June 25, 2019 (“Agreement”), a copy of which is attached hereto and incorporated herein by reference as Exhibit “B”. The Agreement is conditioned upon approval of the Application by this Commission and permit approval by the South Carolina Department of Health and Environmental Control (SCDHEC).

6. The Developer, pursuant to the Asset Purchase Agreement, agrees to pay for all taxes charged under the Federal Tax Cuts and Jobs Act, specifically Section 13312(b). The customers and/or tenants will not be charged for any of these taxes; therefore the amount is not included in the Applicants rate base for ratemaking purposes.

7. The Development currently has two buildings, Building 100 and Building 200. Building 100 is served by gravity sewer to the City of Clemson which will continue to be served by the City. Building 200 is also currently being served by the City via a building owner pump station. With the construction of the new buildings and the sewer pump station, the sewer for Building 200 will be moved from the building owner’s pump station over to the new pump station that will be owned and operated by the Applicant. Therefore; sewer service for existing Building 100 in the Development is provided by City of Clemson and will be billed with the invoice for the water master meter service. The Applicant is not responsible for the sewer service for Building 100; however, Applicant will be responsible for calculating, billing and collecting payment from the individual customers for this service. The Applicant hereby requests the charges for sewer service for Building 100 be approved as a pass-through charge. The Applicant requests approval to disconnect water service for non-payment of these pass-through charges.

8. The City of Clemson charges each unit/apartment a flat stormwater fee. These fees are billed with the invoice for the water master meter service. The Applicant is not responsible for the stormwater service; however, Applicant will be responsible for billing and collecting payment from the individual customers for this service. The Applicant hereby requests the charges for stormwater be approved as a pass-through charge. The Applicant requests approval to disconnect water service for non-payment of these pass-through charges.

9. Applicant further requests approval of a monthly administration billing fee of \$3.00 to each customer in Building 100 for the purpose of calculating, collection and processing the sewer charges and an administration billing fee of \$1.50 to each customer in the Development for collection and processing the stormwater flat fees that will be billed to the Applicant from the City of Clemson. This is an administrative billing fee for accommodating the City of Clemson in billing each individual customer in Building 100 for its sewer charges and all customers for the stormwater fees. (See Affidavit attached as Exhibit "C".)

10. Pursuant to Regulations 103-532.2 and 103-732.3 late payment charges can be charged for water and sewer bills not paid within 25 days of the billing date. In addition, Applicant requests late payment charges of one and one-half percent (1 and ½ %) be approved for stormwater and administrative billing fees not paid within 25 days of the billing date.

11. The Asset Purchase Agreement with Triangle Real Estate provides, *inter alia*, that the Owner will deliver and execute Bills of Sale and all required easements to the Applicant

for the Rosewood at Clemson water and sewer systems. Performance of the Agreement is conditioned upon its approval by this Commission.

12. Attached hereto and incorporated by reference are the following exhibits:

- a. Exhibit "D" – Plat of proposed area to be served.
- b. Exhibit "E" – Copies of engineering plans and specifications designed or certified to be in accordance with good engineering practices by a professional engineer registered in South Carolina.
- c. Exhibit "F" – Pro-forma Income and Expense Statement
- d. Exhibit "G" – Financial Statement
- e. Exhibit "H" – Depreciation Schedule

13. Applicant requests the Commission approve the attached "Proposed Schedule of Rates and Charges", Exhibit A, for the sewer pass-through rates; the expansion of the water service territory for JACABB Utilities LLC; the attached Agreement; the pass-through charges for sewer for Building 100 from the City of Clemson; the pass-through charges for stormwater fees from City of Clemson; the monthly administrative billing fees; approval to disconnect water service for non-payment of these pass-through charges, and, the late payment charges for stormwater and administrative billing fees.

14. Applicant submits that the public convenience and necessity will be served by the approval of this Application. Applicant further requests that a hearing on the within matter be waived.

15. Applicant request approval to submit the items listed below when received and hereby requests a waiver for these items as they are not included in this application submittal:

- a. Construction permit from the South Carolina Department of Health and Environmental Control approving the engineering plans and specifications.
 - b. Statement by a professional engineer that the system was built and installed according to plans and specifications on file with the commission and will furnish adequate service for the area to be served.
 - c. Letter from the South Carolina Department of Health and Environmental Control approving the system for operation.
16. The Applicant's articles of incorporation, appropriate bond and a copy of the bill form are already on file with the Commission and Applicant requests a waiver to not include in this Application.
17. All correspondence and communications regarding this matter should be sent to the undersigned.
18. WHEREFORE, having fully set forth its Application, Applicant prays that the Commission
 - a. Grant the requested Schedule of Rates and Charges for the sewer pass-through rates;
 - b. Grant the expansion of the Applicant's water service territory to include the entirety of the Proposed Service Areas in accordance with the terms and conditions of the foregoing agreement; that the terms, conditions, rates and charges approved by the Commission for Applicant's currently authorized water service territory and in effect from time to time, and as provided for in the agreement, apply to the provision of water service in the Proposed Service Area;

- c. Grant approval of Water System and Sanitary Sewerage Asset Purchase Agreement;
 - d. Grant the pass-through for sewer for Building 100 be approved;
 - e. Grant the pass-through for stormwater fees be approved;
 - f. Grant the monthly administration billing fees;
 - g. Grant the late payment charges for stormwater and administrative billing fees be approved;
 - h. Grant the approval to disconnect water service for non-payment of the pass-through charges;
 - i. Grant, if no intervention is filed, hearing on the within matter be waived;
 - j. Grant waiver for items not included in the Application or already on file with the Commission; and
 - k. Grant such other and further relief as the Commission may deem just and proper.
19. Within 10 business days after closing the agreement, notice shall be provided to this Commission and Office of Regulatory Staff announcing the closing date.



Stephen R. Goldie
 Managing Owner
 JACABB Utilities, LLC
 210 W. N. 2nd Street
 Seneca, SC 29678
 (864) 882-8194

Oconee, South Carolina
 This 3rd day of July 2019

EXHIBIT "A"

Proposed Schedule of Rates and Charges

EXHIBIT A
JACABB UTILITIES, LLC
PROPOSED SCHEDULE OF RATES AND CHARGES

1. Sewer Collection Only

Where sewer is treated by a government body or agency or other entity the following rates apply:

A. Residential

I. Basic Facilities Charge (BFC) per single family

House, condominium, mobile home or apartment unit \$12.25 per unit *

* Residential customers with water meters of 1" or larger will be charged commercial rate.

B. Commercial

II. Basic Facilities Charge by water meter size:

1" meter \$25.31

1.5" meter \$46.72

2" meter \$72.04

3" meter \$142.57

- C. Any charges imposed or charged by any government body or agency, or other entity providing the wastewater treatment will be charged to the Utility's affected customers on a pro rata basis without markup. Where a Utility is required by regulatory authority with jurisdiction over the Utility to interconnect to the wastewater system of a government body or agency or other entity and tap/connection/impact fees are imposed by that entity, such tap/connection/impact fees will also be charged to the Utility's affected customers on a pro rata basis, without markup. In the event that a rate increase of wastewater treatment occurs, the Utility shall provide notice in the form of written documentation to the commission. The notice shall include written justification from the government body or agency, or other entity providing the water supply documenting the increase amount to be passed-through to affected customers. The Utility will also be required to provide written notice of such an increase to its affected customers.**

Commercial customers are those not included in the residential category above and include, but are not limited to hotels, stores, restaurants, offices, industry, etc.

The Utility will, for the convenience of the owner, bill a tenant or the Home Owners Association in a multi-unit building, consisting of four or more residential units, which is served by a master water meter or a single water connection. However, in such cases all arrearages must be satisfied before service will be provided to a new tenant or before interrupted service will be restored. Failure of an owner to pay for services rendered to a tenant in these circumstances may result in service interruptions.

2. Billing Cycle

Charges will be billed monthly in arrears.

3. Extension of Utility Service Lines and Mains

The Utility shall have no obligation at its expense to extend its utility service lines or mains in order to permit any customer to connect to its system. However, anyone or any entity which is willing to pay all costs associated with extending an appropriately sized and constructed main or utility service line from his/her/its premises to any appropriate connection point, to pay the appropriate fees and charges set forth in this rate schedule, and comply with the guidelines and standards hereof, shall not be denied service, unless wastewater treatment capacity is unavailable or unless the South Carolina Department of Health and Environmental Control or other government entity has restricted the Utility from adding for any reason additional customers to the serving sewer system. In no event will the Utility be required to construct additional sewer capacity to serve any customer or entity without an agreement acceptable to the Utility first having been reached for payment of all costs associated with adding sewer capacity to the affected sewer system.

EXHIBIT “B”

Water System and Sanitary Sewerage Asset Purchase Agreement

STATE OF SOUTH CAROLINA)	WATER SYSTEM AND
)	SANITARY SEWERAGE
)	ASSET PURCHASE
COUNTY OF PICKENS)	AGREEMENT

THIS WATER SYSTEM AND SANITARY SEWERAGE ASSET PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into this 25th day of June, 2019, by and between Triangle Real Estate of Gastonia, Inc., a North Carolina corporation, hereinafter referred to as "Developer", and JACABB Utilities, LLC, a South Carolina limited liability company, hereinafter referred to as "Utility".

RECITALS

WHEREAS, Developer is the owner of or duly authorized to act on behalf of the owners of certain real estate for the Rosewood at Clemson Development (the "Development" or "Property") in City of Clemson, Pickens County, South Carolina.

WHEREAS Developer desires to develop said property which will contain residential units when completed; and,

WHEREAS, Utility is a public utility engaged in the business of furnishing water and sewer services to the public in its designated areas located in South Carolina and subjected to Section 58-5-210 of the Code of Laws of S.C., 1976 which provides: "That the Public Service Commission , is hereby, to the extent granted, vested with power and jurisdiction to supervise and regulate the rates and service of every public utility in this State, together with the power, after hearing, to ascertain and fix such just and reasonable standards, classifications, regulations, practices, and measurements of service to be furnished, imposed, observed and followed by every public utility in this State, and the State hereby asserts its rights to regulate the rates and services of every public utility as herein defined.". The Utility desires to have constructed and installed, and the Developer desires to construct and install, the water distribution facilities and sewer pump station and sewer collection lines to serve the Properties subject to the terms and conditions of this Agreement; and

WHEREAS, Developer desires Utility to provide water and sewer service within the Property and Utility desires to provide water and sewer service according to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the parties hereto agree as follows:

SUBJECT MATTER

Subject to the terms and conditions of this Agreement and the recitals hereinabove, the Developer agrees to sell and deliver to the Utility, and the Utility agrees to purchase and to take from the Developer at Closing:

1. All of the properties, assets, licenses and permits, and other rights of Developer of every kind and description, real, personal, mixed, tangible, and intangible, wherever situated, utilized in the operation of the Rosewood at Clemson Water and Sewer System in City of Clemson, Pickens County, South Carolina, and as listed on the attached Exhibit "A", which is incorporated herein by reference (the "Assets").
2. At Closing and upon receiving approval from the South Carolina Public Service Commission (PSC) and South Carolina Department of Health and Environmental Control (SCDHEC), the Utility shall assume and thereafter be responsible for the maintenance and operation of the water and sewer system.
3. Up until the Date of Closing, Developer shall be responsible for the operation of the water and sewer system.

SECTION I

REPRESENTATIONS AND WARRANTIES OF DEVELOPER

Developer represents and warrants that:

1. Developer is the owner of or is duly authorized to act on behalf of the owners of the Property; and,
2. Developer will convey to the Utility or otherwise vest in the Utility such right, title and interest in and to such real estate as may be reasonably necessary to permit the Utility to carry out the terms and conditions of this Agreement; and,
3. Developer will convey to Utility or provide by recorded subdivision plats such easements or rights of way as the Utility may reasonably require for the Utility's performance of its obligations under this Agreement. Any such plats, conveyances or licenses will be in form reasonably satisfactory to Utility's legal counsel.

SECTION II

OBLIGATIONS AND CONSTRUCTION OF FACILITIES BY DEVELOPER

1. Facilities

- A. Water Service: Developer shall construct and install all necessary water distribution facilities including but not limited to four inch mains, valves, service laterals, meter boxes, meters, and other facilities as are reasonably required to provide adequate water services to serve the Property, see Exhibit "D", Site and Utility Plan dated October 30, 2018 prepared by Arbor Engineering Revision 6, dated 6/11/2019. Water distribution mains will have a minimum diameter of four (4) inches, except where otherwise approved by Utility. Water meters shall be installed in accordance with the JACABB Utilities Standard Indoor and Outdoor Water Meter Installation Detail, Exhibit "B".
- B. Sanitary Sewerage (herein referred to as "sewer"): Developer shall construct and install all necessary sewer facilities including but not limited to pump station, force mains, gravity sewer lines and manholes and other facilities as reasonably required to provide adequate sewer services to serve the Property, see Exhibit "E", Rosewood at Clemson Sewer Plan prepared by Goldie Associates, Inc. dated June 12, 2019, Page 1 of 5.

The water and sewer systems herein referred to as the "Facilities".

- 2. All materials used by the Developer for said Facilities shall be new, first-class, and suitable for the uses made thereof. Developer guarantees all construction, materials, workmanship, and the trouble-free operation of the Facilities (or any portion of the Facilities) for one year after the Facilities (or such portion of the Facilities) are placed in service.
- 3. All Facilities constructed and installed by Developer pursuant to this Section II shall be constructed and installed without cost or expense to Utility.
- 4. Developer shall save and hold Utility harmless from and against all suits or claims that may be based upon any injury to any person or property that may occur in the course of the performance of the construction of the Facilities by Developer or by anyone acting on Developer's behalf, or under Developer's supervision and

- control, including but not limited to claims made by employees of Developer, and Developer shall, at its own cost and expense, pay all costs and other expenses arising therefrom, or incurred in connection therewith, including reasonable attorneys' fees.
5. All of the Facilities installed by Developer pursuant to this Agreement shall become the property of Utility as installed; water system includes service lines up to and including the water meters and sewer system includes force main, pump station, manholes and sewer collection lines up to the sewer main/manhole for each building. The Utility does not own the service lines from the buildings to the main sewer line and/or manhole.
 6. Developer shall execute all conveyances, licenses and other documents reasonably requested by Utility as necessary or desirable in its opinion to ensure its ownership of, ready access to, and operation and maintenance of the Facilities. Developer shall furnish Utility with lien waivers in a form reasonably satisfactory to Utility's counsel from Developer and from all suppliers, subcontractors and all others who furnish labor, equipment, materials, rentals, or who perform any services in connection with Facilities construction herein. Developer agrees to provide to Utility documentary evidence, in form satisfactory to Utility, sufficient to establish the original cost of the Facilities. Utility shall have, at all times, all right, title, and interest in and to the Facilities.
 7. Developer shall, prior to the transfer to Utility of the Facilities, grant permanent, assignable easements satisfactory to Utility, authorizing Utility to own, operate and maintain the Facilities throughout the Property and providing reasonably adequate rights of access and working space for such purposes.
 8. Developer shall, upon transfer to Utility of the Facilities, provide to Utility as-built drawings, and all other information reasonably required to operate, maintain, and repair the Facilities.
 9. Developer shall not have the right to connect individual lot service connections to the Facilities until such time as the Facilities have been formally accepted by the Utility, written approvals have been received from all governmental bodies and

regulatory agencies which may have jurisdiction thereover, and all applicable connection fees have been paid.

10. All connections must be inspected by the Utility prior to backfilling and covering of any pipes. Written notice to the Utility requesting an inspection of a connection shall be made at least forty-eight (48) hours in advance of the inspection, excluding weekends and official Utility holidays.
11. Should the Developer fail to comply with the foregoing provisions, Utility may refuse service to a connection until such time as the appropriate items have been completed.

SECTION THREE **DEVELOPER'S REPRESENTATIONS AND WARRANTIES**

Developer represent and warrant to, and agree with, Utility as follows:

1. Developer is a corporation duly organized, validly existing, and in good standing under the laws of North Carolina, with full corporate power and authority to own the property and to conduct the business that they presently conduct.
2. Developer warrants and represents that the Assets to be transferred are debt free and that, as of Closing, there shall be no liens, encumbrances, or claims of any kind against said Assets to be transferred, and that there are no other parties claiming an interest in said Assets.
3. Developer has not employed any broker or agent with respect to the sale and purchase contemplated in this Agreement, nor taken any other action, nor will Developer take any such action, that would cause the Utility to become liable for the payment of any finder's fee, broker's fee, or commission.
4. As of the Closing, Developer should hold all licenses and permits necessary or appropriate for the operation of the Property, and the licenses and permits shall be current and in good standing.
5. The consummation of this Agreement does not violate any Agreement to which the Developer are subject.
6. Developer acknowledges that Utility's obligation to provide utility service is expressly conditioned upon the parties' mutual understanding that Utility has no

obligation to install any additional water storage capacity and/or sewer capacity and/or treatment to serve the Property.

SECTION FOUR **UTILITY'S REPRESENTATIONS AND WARRANTIES**

Utility represents, warrants to, and agrees with Developer as follows:

1. Utility is a limited liability company duly organized, validly existing, and in good standing under the laws of South Carolina and has full power to carry on its business as now being conducted.
2. The execution of this Agreement and all documents provided for in this Agreement by Utility and its delivery to Developer have been duly authorized by Utility's members, and no further action is necessary on Utility's part to make this Agreement valid and binding on Utility in accordance with its terms.
3. It will be in a position financially to fulfill the terms of this Agreement as of the Date of Closing.
4. It will use its best efforts in the operation of the Facilities so as to meet all obligations required by this Agreement.
5. The Utility will assume the operation of the Facilities at Closing and upon receiving all regulatory approvals so as to meet all obligations required by this Agreement and those continuing after Closing.
6. Utility has not employed any broker or agent with respect to the sale and purchase contemplated by this Agreement, nor taken any other action, nor will Utility take any such action, that would cause Developer to become liable for the payment of any finder's fee, broker's fee, or commission.

SECTION FIVE **UTILITY SERVICE, FEES, RATES & CHARGES**

1. Upon installation of the Facilities and payment of fees, Utility agrees to supply all customers within the Property with adequate water and sewer service, and to operate maintain and repair all Facilities as indicated herein, after acceptance by Utility and issuance of operational approvals by all regulatory authorities.

2. Prior to the commencement of utility service, Developer is responsible for the payment of all deposits required by the City of Clemson when Facilities are transferred to Utility; as well as any federal and state income taxes under the Federal Tax Cuts and Job Act, specifically Section 13312(b) that will be charged to the Utility from the properties that is being contributed by the Developer to the Utility.
3. Developer, owner, and/or tenants are responsible for the payment to Utility of fees at the rate as in effect from time to time prior to the provision of utility service to any unit within the Property. Such fees, usage and all other incidental rates and charges shall be rendered by Utility in accordance with Utility's rate, rules and regulations as approved by the South Carolina Public Service Commission (the "Commission") from time to time and then in effect.

SECTION SIX **CONTINGENCIES**

This Agreement is made subject to the following contingencies:

1. This Agreement is specifically conditioned upon, and expressly subject to, the final approval of this sale prior to Closing by both the South Carolina Department of Health and Environmental Control (SCDHEC) and the South Carolina Public Service Commission (PSC). Within 60 days of the execution date of this Agreement, Utility will apply to the PSC for approval. All terms and conditions contained herein are subject to Utility receiving said approval from the PSC and SCDHEC.
2. The conveyance of the Assets free and clear of all liens and encumbrances.
3. Utility being able to obtain all permits and licenses necessary for the operation and maintenance of the Property.
4. All existing meters are functioning properly and sending the correct readings.
5. Utility must approve of any meter used and its installation. Badger meter M25/3/4/Plastic/HRE/USG/6D/5' is approved and preferred. See Exhibit C for meter information.

6. Facilities tested to ensure compliance and no water quality issues. Any and all issues to be resolved by the Developer prior to transfer to Utility.

SECTION SEVEN
SEWER SERVICE FOR EXISTING BUILDING NO. 100

1. The Utility will not provide sewer service for existing Building #100, see Exhibit "D".
2. The sewer service for the Building No. 100 will be provided by the City of Clemson (the "City") and will be billed to the Utility on a monthly basis. The Developer desires the Utility to bill the individual homeowners and/or customers within the Building No. 100 their share of the sewer service. The portion to be billed to each homeowner and/or customer will be calculated from the bill from the City. The result shall be added to the homeowners and/or customers bill by a single line item for sewer services provided by the City.
3. The Utility will follow regulations for the discontinuance of water service to any homeowner and/or customer who fails to pay for water and/or sewer charges.
4. The Utility will not be responsible for the City's sewer services.
5. The Utility will charge \$4.50 monthly billing fee to each homeowner and/or customer in Building 100 for the purpose of calculating, collecting and processing of the sewer charges. The Developer agrees to the Utility calculating, collecting and processing the sewer portion of the City's sewer bill to each of the homeowner and/or customer in Building 100. The Developer also agrees to the \$4.50 monthly billing fee for each homeowner and/or customer in Building No 100.

SECTION EIGHT
CLOSING

1. Closing Date. Closing will be held within one month after receiving the required approvals.
2. Closing. On the Closing Date, the following shall occur, subject to the satisfaction of the terms and conditions of this Agreement.
 - a. The Developer shall execute and deliver to the Utility an assignment of leases or rental agreements (if any) affecting the Assets.

- b. The Developer shall execute and deliver a Bill of Sale and/or a Warranty Deed transferring all the Assets of the Facilities to the Utility free and clear of all liens and encumbrances.
- c. The Developer shall transfer and convey to Utility right-of-way easements, access easements and such other easements as are necessary for the operation of the Facilities by Utility.
- d. The Developer shall deliver possession of and access to the Property and all of the Assets purchased by Utility at Closing.
- e. The Closing costs shall be paid by the parties as follows:
 - Developer: To pay its own attorney's fees.
 - Utility: To pay its own attorney's fees, any recording fees associated with the Closing and any other acquisition costs which it incurs.
- g. The Developer shall deliver to Utility at Closing all records pertaining to and necessary for the operation of the Facilities, all records pertaining to the Assets being purchased, and all other information on file regarding the Property.
- h. The Developer shall provide an assignment of the right to provide water and sewer service to all property owners of the Development.

SECTION NINE **WATER USER'S AGREEMENT**

1. Utility shall own the water service lines up to and including the water meters located in the utility closets within the units of the residential Buildings 100 and 200 (i.e., apartments) in the Development. The Developer shall, however, be responsible to maintain, at its own expense, said service lines from the Utility's water main up to the meters within all of the said residential building units and the Developer shall be responsible for all repairs to said service lines. The Developer agrees to notify the Utility of all repairs and maintenance within twenty-four (24) hours of the work performed and agrees to allow Utility to inspect all work done.
2. It is further agreed that Utility shall have the right, upon reasonable notice, to inspect, maintain, test, repair and replace the meters in any of the residential building units.

3. The Utility shall in no event be responsible for maintaining the service lines to the meters, or any other lines owned or maintained by the Developer, and the Utility shall not be responsible for defects in the service lines or other lines or fixtures located within each apartment, nor for damages by water escaping therefrom.
4. The Developer agrees to maintain the water service lines within all the building units in good condition at all times at the expense of the Developer.
5. The Developer shall agree to indemnify and hold the Utility harmless from any loss or damage to any person, owner, renter, or entity that may directly or indirectly be occasioned by use or maintenance of the service lines, meters, and/or connection to the Property's water main, including leaks. This indemnity and hold harmless include the payment of Utilities attorney's fees and costs.
6. Owners and/or water users in the Development shall apply for water service and agree to the terms of the "Application for Water Service and Water User's Agreement", Exhibit "F".

SECTION TEN

EXHIBITS INCORPORATED BY REFERENCE

All exhibits referred to in this Agreement are incorporated herein by reference for all purposes.

SECTION ELEVEN **ADDITIONAL DOCUMENTS**

The parties agree to execute all documents as may be necessary to carry out the intent and provisions of this Agreement.

SECTION TWELVE **GENERAL**

1. No connections are to be made to the Property unless approved by Utility.
2. As necessity may arise in case of a break in a water main, pipe, or other conduit, or in case of an emergency or for other unavoidable cause, the Utility may temporarily cut off the water supply, without notice, in order to make necessary repairs, connections, or the like. In the event of discontinuance of water service, the Utility shall not be liable for any damages or inconvenience suffer by the Developer, or for any claim against it at any time for interruption in service,

lessening of the supply, inadequate pressure, or for causes reasonably beyond the Utility's control.

3. The Developer agrees to purchase from the Utility, and the Utility agrees to sell and deliver to the Developer, water service required for the Property in accordance with the rates and charges applicable to such service, as legally established, and on file with the PSC and in accordance with the rules and regulations of the PSC.
4. Utility shall own and maintain the water lines that are used for the distribution of water from the City of Clemson's master meter to the individual water meters for the units as shown on the utility plan drawing in Exhibit "D".
5. Utility shall own the 8" sewer mains, manholes, pump station, force main as shown on the sewer plan drawing in Exhibit "E".
6. From and after the Closing, Utility warrants and agrees that it shall provide all owners within the Development with good, adequate and customary water and sewer utility service at reasonable rates, such rates to have been approved by the PSC. Utility further warrants and represents that it shall operate, maintain and repair the Property promptly and in a good and workmanlike manner and in such a manner as to not impair its ability to fulfill its obligation to provide good, adequate and customary water and sewer utility service to the Development.

SECTION THIRTEEN **MISCELLANEOUS**

1. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof, or any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.
2. In the event of the bringing of any action or suit by a party hereto against another party by reason of any breach of any of the covenants, agreements, or provisions on the part of any party arising out of this Agreement, then, in that event, the prevailing party shall be entitled to have and to recover of and from the other

party all costs and expenses of the action or suit, including reasonable attorney's fees and any other professional fees resulting therefrom.

3. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof and that failure to perform timely any of the terms, conditions, obligations or provisions hereof by any party shall constitute a material breach thereof and a noncurable (but waivable) default under this Agreement by the parties so failing to perform.
4. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of South Carolina. The parties expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of South Carolina.
5. The representations, warranties, rights, duties, agreements and obligations of the parties provided in this Agreement shall survive the Closing, and this Agreement shall specifically survive the Closing.
6. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
7. This Agreement can only be amended or supplemented by a written agreement signed by the parties hereto. It may not be orally modified or changed.
8. Notices, correspondence and invoicing required hereunder shall be given to Developer and to Utility at the following addresses, or at any other addresses designated in writing by either party subsequent to the date hereof:

If to Utility:

JACABB Utilities, LLC
210 W. North Second Street
Seneca, SC 29678
ATTN: Steve Goldie
Managing Owner

If to Developer:

Triangle Real Estate of Gastonia, Inc.

(Mailing)

P.O. Box 4158

Gastonia, NC 28054

(Physical)

165 S. York Street

Gastonia, NC 28052

ATTN: William Ratchford & Sean Graham

Delivery when made by registered or certified mail shall be deemed complete upon mailing. Delivery by overnight courier shall be deemed complete when delivered.

9. This Agreement may not be assigned by Developer without the written approval of Utility. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
10. This Agreement shall be governed by the laws of the State of South Carolina.

Witnesses as to Developer:

Tina R. Boone

Print Name: Tina R. Boone

Jeff Ledford

Print Name: Jeff Ledford

Triangle Real Estate of Gastonia, Inc.

BY: Herman E. Ratchford, Jr.

Printed Name: Herman E. Ratchford, Jr.

ITS: President

Witnesses as to Utility:

Sheila Tinsley
Print Name: Sheila Tinsley

Muanda Roper
Print Name: Miranda Roper

JACABB Utilities, LLC

BY: Stephen R. Goldie

Printed Name: Stephen R. Goldie

ITS: Managing Owner

EXHIBIT "A"

Assets and Easements

EXHIBIT "A"

I. List of Assets of the Properties Being Transferred

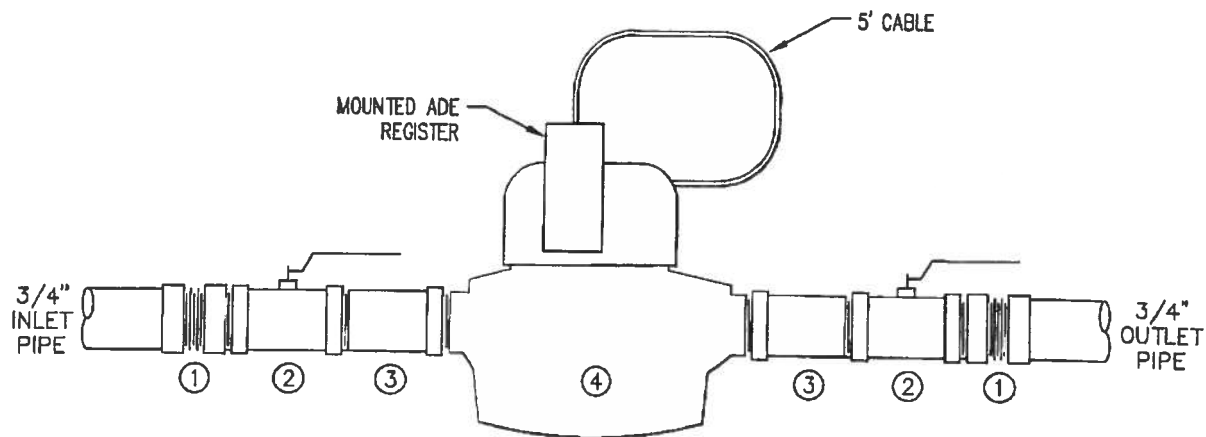
- Residential meters and distribution water mains and appurtenances from the City's Master Meters to the individual unit meters.
- Sewer pump station, force mains, gravity sewer lines, manholes and appurtenances.

II. Easements Being Transferred and Conveyed

Easement from Developer to Utility along all roads and rights-of-way owned by the Developer in Rosewood at Clemson for ingress and egress to and from all the lots within the Development and for the purpose of having access to those components of the Property that are within said rights-of-way for purposes of upkeep, maintenance, repair and replacement.

EXHIBIT "B"

JACABB Utilities
Standard Indoor and
Outdoor Water Meter
Installation Detail



PART DESIGNATION	PART DESCRIPTION
1	3/4" COMPRESSION FITTING
2	3/4" BRASS BALL VALVE
3	3/4" MUELLER LOW LEAD WATER METER COUPLING
4	ITRON M25 5/8" X 3/4" PLASTIC DISC METER, ADE REGISTER, 6 DIAL (10 GAL) RESOLUTION, 5' ITRON CABLE WITH INLINE CONNECTOR, SITH 60W ERT, PLASTIC LID/SHROUD, ADE MOUNTED ON METER, SIDEWALK READ, BMI S/N ON HOUSING AND LID, AWWA STANDARD, TORX SCREW

**Standard Indoor Water
Meter Installation Detail
for 3/4" Water Line**

NOT TO SCALE

EXHIBIT "C"

Badger Meter / HR/E
High Resolution Encoder
Product Data Sheet



Badger Meter | HR | E High Resolution Encoder

DESCRIPTION

Applications: The High Resolution Encoder (HR-E) is designed for use with all current Recordall® Disc, Turbo, Compound, Combo and Fire Series meters and assemblies. The HR-E provides connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints, BadgerTouch® modules and other AMR/AMI technology solutions approved by Badger Meter.

Electronic Resolution: Encoder output from the HR-E includes eight-dial resolution to AMR/AMI endpoints and the option of four, five, six, seven or eight-dial resolution for touch applications. Refer to tables on the next page for details.

Mounting: The HR-E in its shroud assembly uses a bayonet mount compatible with all Recordall Disc, Turbo, Compound and Fire Series meters and assemblies. The bayonet mount allows positioning of the register in any of four orientations for visual reading convenience. The HR-E can be removed from the meter without disrupting water service.

Magnetic Drive: A direct-drive, high-strength magnetic coupling, through the meter body to the wetted magnet, provides reliable and dependable register coupling.

Local Indication: The HR-E face features an eight-dial mechanical odometer wheel stack and a flow finder with a calibrated test circle.

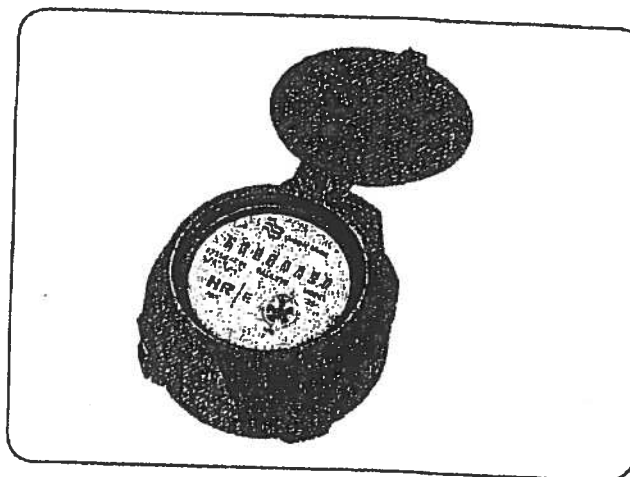
Tamper-Resistant Features: Unauthorized removal of the HR-E is inhibited by the option of a tamper detection seal wire screw, tamper-resistant TORX® seal screw, or the proprietary tamper-resistant keyed seal screw. Each can be installed at the meter site or at the factory.

Construction: The housing of the HR-E is constructed of a strengthened glass lens top and a corrosion-resistant metal bottom. Internal construction materials are thermoplastic for long life and high reliability. The encoder gearing is self-lubricating thermoplastic to minimize friction and provide long, reliable life. The shroud assembly is thermoplastic.

Temperature: The operating range of the HR-E is -40...140° F (-40...60° C). The water meter should not be subjected to temperatures below freezing.

Sealing: The HR-E encoder is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants. The HR-E achieves true water resistance due to the unique adhesive technology used to seal the glass dome to the corrosion-resistant metal bottom. Due to this sealing process, the HR-E exceeds all applicable requirements of AWWA Standard C707. With leak rates less than 10-6 cc/sec, as tested by a helium mass spectrometer, the HR-E is suitable for installation in all environments, including meter pits subject to continuous submergence.

Wire Connections: The HR-E is provided as either a factory-wired assembly to an AMR/AMI endpoint or touch pit module, or as an encoder with pre-sized wire harness available for connection in the field. Standardized wire lengths are 3, 10, 25 and 75 feet. An in-line connector is an optional feature that allows connectivity to an AMR/AMI endpoint without the need for a field splice kit.



A terminal screw version of the HR-E is also available. This version features a tamper-resistant cap over the three-wire terminals. The HR-E with terminal screws is designed for indoor installations in protected environments such as residential basements.

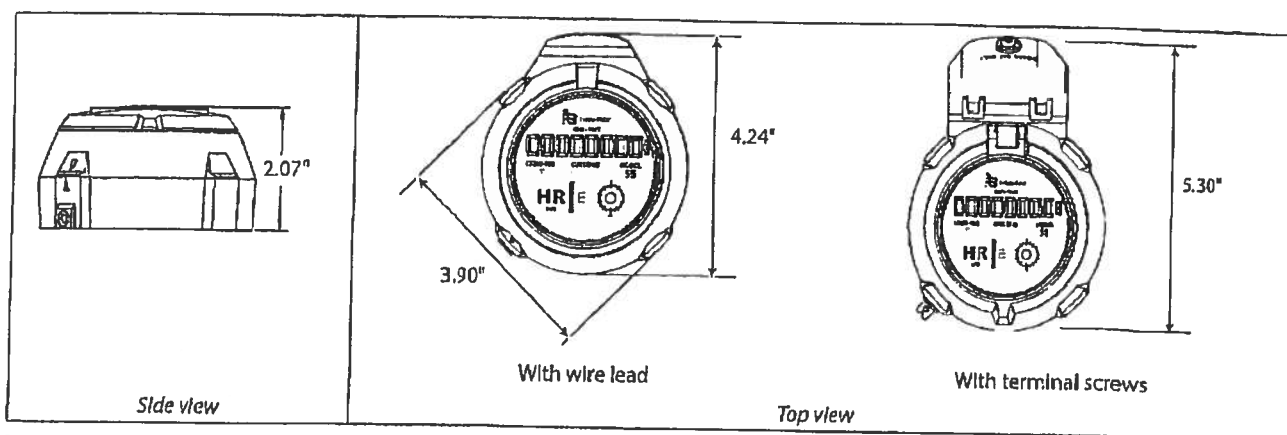
SPECIFICATIONS

Encoder Type	Straight reading, permanently sealed, magnetic drive
Unit of Measure	U.S. Gallons, Cubic Feet, Cubic Meters, clearly identified on encoder face
Number Wheels	Eight with 5/32 inch high numerals
Test Circle	360° circle with ten major increments with ten divisions each
Weight	10 ounces
Humidity	0...100% condensing when equipped with potted lead wire, 0...95% non-condensing with screw-terminal wire connections
Temperature	-40...140° F (-40...60° C)
Signal Output	Industry Standard ASCII Format
Visual Resolution	1/100th of Test Circle
Electronic Resolution	8-dial resolution for AMR/AMI; 4, 5, 6, 7 or 8-dial resolution for BadgerTouch
Signal Type	3-wire synchronous for AMR/AMI solutions (red=clock/power, black=ground, green=data) 2-wire asynchronous for Touch solutions
Power Source	External

Electrical: The electronic circuitry is designed to provide immunity to electrical surges and transients per IEC1000-4-2, IEC1000-4-4. Operation of the HR-E is dependent on the wire length limitations of connected AMR/AMI equipment.

Operating Characteristics: The reading obtained by an AMR/AMI device is sensed directly from the position of the encoder's odometer using internal LED light paths to determine the exact position of each number wheel. This technology eliminates electromechanical contacts that could wear out, and provides greater long-term performance.

DIMENSIONAL DRAWINGS



MEASUREMENT RESOLUTION

The minimum electronic resolution of the HR-E is as noted below (8-Dial Reading). To verify the correct resolution for your application, contact Badger Meter Customer Service.

Recordall Disc Series	Size	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)
M25/MLP	5/8"	0.1	0.01	0.001
M25/MLP	3/4"	0.1	0.01	0.001
M35	3/4"	0.1	0.01	0.001
M40	1"	0.1	0.01	0.001
M55	1"	0.1	0.01	0.001
M70	1"	0.1	0.01	0.001
M120	1-1/2"	1	0.1	0.01
M170	2"	1	0.1	0.01

Fire Service Series	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)
3"	1	0.1	0.01
4"	1	0.1	0.01
6"	10	1	0.1
8"	10	1	0.1
10"	10	1	0.1

Recordall Turbo Series	Size	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)
T160	1-1/2"	1	0.1	0.01
T200	2"	1	0.1	0.01
T450	3"	1	0.1	0.01
T1000	4"	1	0.1	0.01
T2000	6"	10	1	0.1
T3500	8"	10	1	0.1
T5500	10"	10	1	0.1
T6200	12"	100	10	0.1
T6600	16"	100	10	1
T10000	20"	100	100	1

Recordall Compound Series	Size	8-Dial Resolution (gal)	8-Dial Resolution (ft ³)	8-Dial Resolution (m ³)
High Side T200	2"	1	0.1	0.01
Low Side M25	2"	0.1	0.01	0.001
High Side T450	3"	1	0.1	0.01
Low Side M25	3"	0.1	0.01	0.001
High Side T1000	4"	1	0.1	0.01
Low Side M35	4"	0.1	0.01	0.001
High Side T2000	6"	10	1	0.1
Low Side M35	6"	0.1	0.01	0.001

Resolution stated as individual high and low readings.

Making Water Visible*

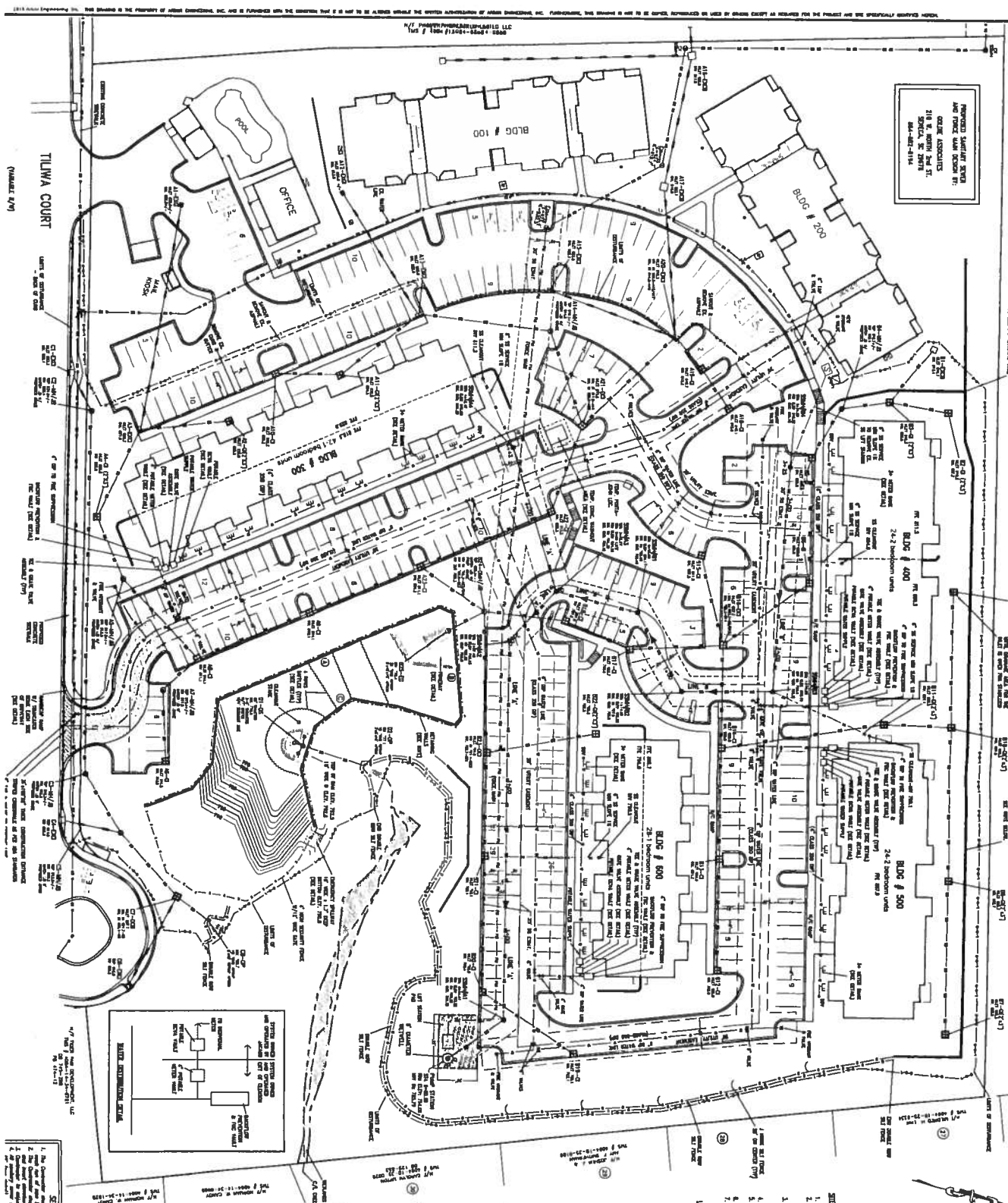
Making Water Visible, ADE, BadgerTouch, Recordall and RTR are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2014 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

The Americas | Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400
 Mexico | Badger Meter de las Americas, S.A. de C.V. | Pedro Luis Ogazón N°32 | Esq. Angelina N°24 | Colonia Guadalupe Inn | CP 01050 | México, DF | México | +52-55-5662-0882
 Europe, Middle East and Africa | Badger Meter Europa GmbH | Nürtinger Str 76 | 72639 Neuffen | Germany | +49-7025-9208-0
 Europe, Middle East Branch Office | Badger Meter Europa | PO Box 341144 | Dubai Silicon Oasis, Head Quarter Building, Wing C, Office #C209 | Dubai / UAE | +971-4-371 2503
 Czech Republic | Badger Meter Czech Republic s.r.o. | Malákovská 2082/26 | 621 00 Brno, Czech Republic | +420-5-41420411
 Slovakia | Badger Meter Slovakia s.r.o. | Raciarska 109/B | A31 02 Bratislava, Slovakia | +421-2-44 63 83 01
 Asia Pacific | Badger Meter | 80 Marine Parade Rd | 21-06 Parkway Parade | Singapore 449269 | +65-63464836
 China | Badger Meter | 7-1202 | 99 Hangzhou Road | Minhang District | Shanghai | China 201101 | +86-21-5763 5412

EXHIBIT "D"

Utility Plan Drawing by
Arbor Engineering, Inc.



VIDEO PLAN AND PROFILE STANDARD NOTES

811 Know what's Below.
Call before you dig.

11

11X. EXTENDING WALL TYPES

- 11X-01 EXTENDING WALL TYPE 1
- 11X-02 EXTENDING WALL TYPE 2
- 11X-03 EXTENDING WALL TYPE 3
- 11X-04 EXTENDING WALL TYPE 4
- 11X-05 EXTENDING WALL TYPE 5
- 11X-06 EXTENDING WALL TYPE 6
- 11X-07 EXTENDING WALL TYPE 7
- 11X-08 EXTENDING WALL TYPE 8
- 11X-09 EXTENDING WALL TYPE 9
- 11X-10 EXTENDING WALL TYPE 10
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- 11X-97 EXTENDING WALL TYPE 97
- 11X-98 EXTENDING WALL TYPE 98
- 11X-99 EXTENDING WALL TYPE 99
- 11X-100 EXTENDING WALL TYPE 100

13. Correlation test for seven lines within each and upper cross shall be performed on hybrid: *Seer-mehman* for tests for each 250 three line of seer. One of hybrid depth and one lower adaptive. Minimum and for every four seer services. Correlation to be minimum 55. Standard Purity in pure cross and 50 Standard Purity in upcross events.
14. At earlier time to be 6' unless noted otherwise.
15. At DP water lines shall be class 250.

[illegible]

1. If any new construction and be in accordance with the latest edition of the Uniform Building Code and the requirements of the S.C.H.E.C. The Contractor shall coordinate the installation, inspection, and fees with the City of Darmstadt.
2. Water main shall be installed in accordance with the latest edition of the Uniform Building Code and plans of the City of Darmstadt. The Contractor shall coordinate the installation, inspection, and fees with the City of Darmstadt. The Contractor is required to call the City of Darmstadt to inspect the water main installation prior to burying any new water main.
3. The Contractor shall be responsible for protecting property and the public from the construction site.

LABORATORY:

At measurements are from the face of curb.

At measured parking spaces are to be 19' deep by 8' wide.

At parking spaces that are adjacent to the open area are to be 15' deep by 8' wide.

At handicap parking spaces are to be 19' deep by 8' wide and at 5' wide clearance (see between them). See detail on sheet C-111.

At drive are 22' wide.

At shared stall adjacent to a parking space will be 4.5' wide and 19' deep.

At shared driving parking lot are 5' wide.

At driveway leading into the buildings are 8' wide.

DATE	MADE	27	OCTOBER 20
TIME	PL	25-29	4. 642
LOCATION	ED	100	STATION ROAD
SCALE	1" = 10'		
18032			
C-1102			

ROSEMONT
at CLEMSON

CLEMSON SOUTH CAROLINA

SITE AND
UTILITY
PLAN

[illegible]

1	27114	RE REID RITA JANE	REID	ICA
2	27114	CLERSON	CLERSON	ICA
3	27114	RE REID ALITA JANE	REID	ICA
4	27114	LAYTON	LAYTON	ICA
5	3719	RE REID MARILEE ALLEN	REID	ICA
6	3719	LUCKEY	LUCKEY	ICA
7	3719	RE REID MARILEE ALLEN	REID	ICA
8	3719	CLERSON MARY ANN	CLERSON	ICA

NO.	DATE	DESCRIPTION	BY
1	2020-11	REPLACING NON-BLOCK AND PLATE	ICA
2	2020-11	REPLACING NON-BLOCK AND PLATE	ICA

ARBOR
ENGINEERING

300 253 5740
Telephone: 300 253-5559 Fax: 253-5742
Email: arbor@arbor-engineering.com

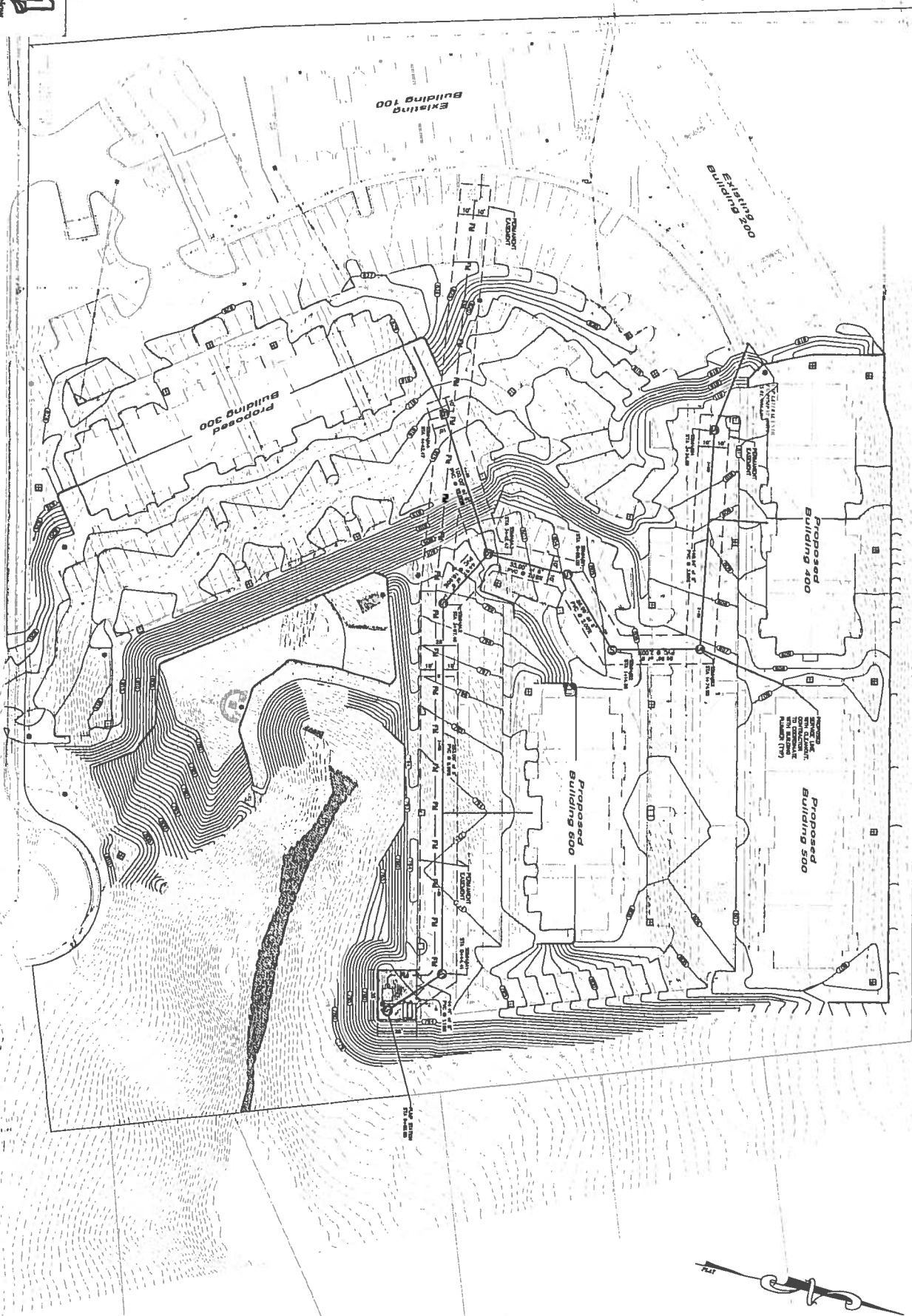
300 253 5740
Telephone: 300 253-5559 Fax: 253-5742
Email: arbor@arbor-engineering.com

EXHIBIT "E"

Sewer Plan Drawing by
Goldie Associates, Inc.



**Know what's below.
Call before you dig.**



GRAPHIC SCALING

FILE NO 1316.65	SHEET NO	1	OF	5
	TITLE			
	Triangle Real Estate / Greenstone			
	PROJECT			
Rosewood at Clemson				
SUBTITLE				
Sewer Plan				



GOLDIE
— ASSOCIATES —

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WE LISTEN. WE SERVE.

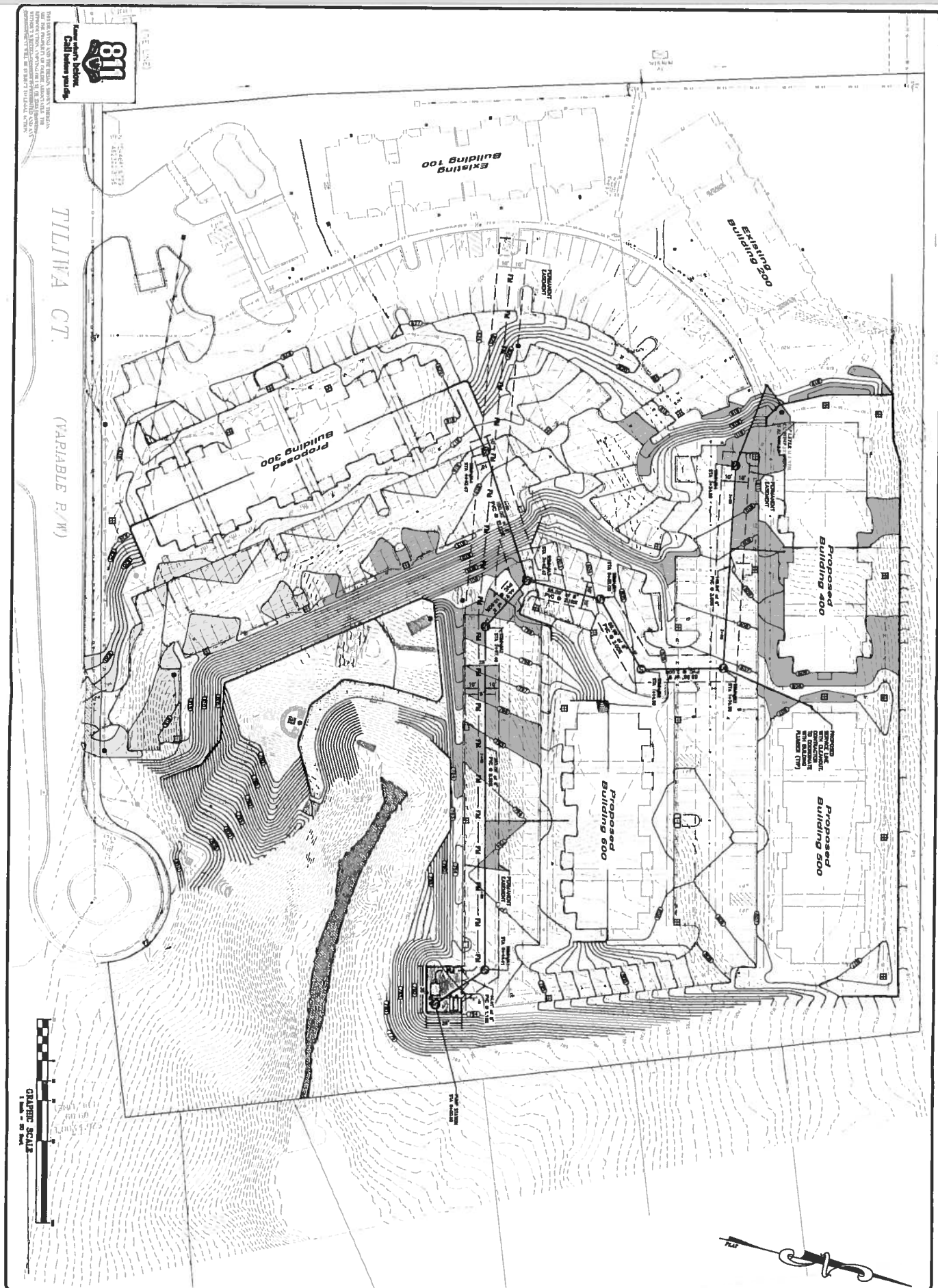
210 W North Second Street
Seneca, SC 29678
Phone: (864) 882 8194




Civil and Environmental Engineering
Environmental Consulting
Utility Operations
Environmental Laboratory

[illegible]

EXHIBIT “F”

Application for Water
Service and Water User’s
Agreement



FILE NO 1316.65	SHEET NO 1	OF 5	(LIC#) Triangle Real Estate / Greenstone PROJECT Rosewood at Clemson SHEET TITLE Sewer Plan	 GOLDIE ASSOCIATES www.goldieassociates.com WE LISTEN. WE SERVE	230 W. North Second Street Seneca, SC 29080 Phone: (864) 882-8194 Civil and Environmental Engineering Environmental Consulting Utility Operations Environmental Laboratory			INVENTOR'S STAMP	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764
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JACABB UTILITIES, LLC
Application for Water Service and Water User's Agreement

TO: JACABB UTILITIES, LLC
210 W. North Second Street
Seneca, South Carolina 29678

The undersigned applicant, as owner of the condominium unit described and identified herein below, hereby requests to be supplied with water service for residential purposes, and the applicant/owner agrees to pay for such service and to the other terms and conditions set out herein below:

1.) The owner, owner's tenants, and other occupants agree to indemnify and hold JACABB Utilities, LLC ("Utility") harmless from any loss or damage that may directly or indirectly be occasioned by use or maintenance of the utility service line, meter, and/or connection to the Utility's water main.

2.) As necessity may arise in case of a break in a water main, pipe, or other conduit, or in case of an emergency or for other unavoidable cause, the Utility may temporarily cut off the water supply, without notice, in order to make necessary repairs, connections, or the like. In the event of discontinuance of water service, the Utility shall not be liable for any damages or inconvenience suffered by the owner, owner's tenants, or other occupants, or for any claim against it at any time for interruption in service, lessening of the supply,

inadequate pressure, or for causes reasonably beyond the Utility's control.

3.) The applicant/owner agrees to purchase from the Utility, and the Utility hereby agrees to sell and deliver to the applicant/owner, water service required for the applicant/owner's premises all in accordance with the rates and charges as legally established, and on file with the South Carolina Public Service Commission and in accordance with the rules and regulations of the South Carolina Public Service Commission.

4.) The applicant/owner/tenant agrees to pay, when due, all charges made by the Utility for water service provided to the property described herein, including any assessments levied or to be levied against the property described herein and any connection or reconnection charges that have not been previously paid.

5.) A late payment charge of one and one-half percent (1½%) shall be added to any unpaid balance not paid within twenty-five (25) days of the billing date.

Service Address: _____

Owner (Print): _____

Signature: _____ Date: _____

Witness: _____ Date: _____

“EXHIBIT C”

Affidavit

THE STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

I, Stephen R. Goldie, Managing Owner of JACABB Utilities, LLC make oath and say that:

JACABB Utilities, LLC (JACABB) is applying to the South Carolina Public Service Commission for approval of an expansion of its existing water service area to include Rosewood at Clemson Development. City of Clemson provides sewer services to the Rosewood at Clemson Development and will submit a monthly bill to the Utility based on the water master meter for sewer fees and a flat stormwater fee for each unit. The Developer has requested JACABB to calculate and include in the each customer's water bill the appropriate sewer and stormwater fee for that billing cycle. For a nominal fee, JACABB agreed to calculate the appropriate amount per customer, bill, collect and pay for the sewer and stormwater fees for each billing cycle. JACABB has requested a \$4.50 monthly billing fee to cover the administrative costs for processing of the billing amount, collection of fees and payment to the City of Clemson for the sewer and stormwater charges. This fee is typical for this type of service.

I declare that, to the best of my knowledge and belief, the information herein is true, correct, and complete.




Stephen R. Goldie

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

I, the undersigned Notary Public, do hereby certify that the foregoing instrument was acknowledged before me this 3rd day of July, 2019 and the document was executed by the above named Stephen R. Goldie of his own free will.

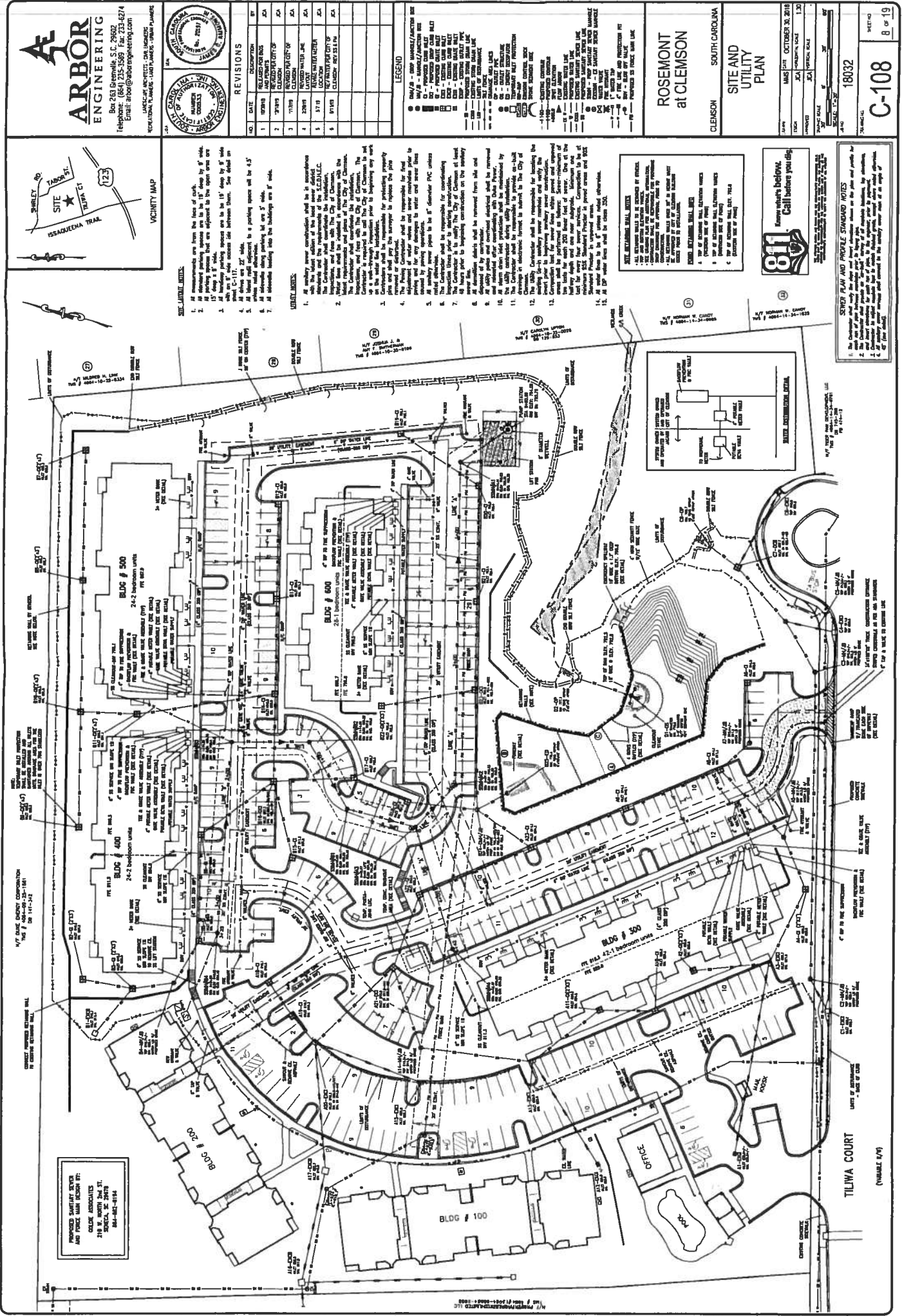
Witness my hand and seal this 3rd day of July, 2019.



Notary Public for South Carolina
Commission expires: April 27, 2026

“EXHIBIT D”

Plat of Proposed Area To Be Served



“EXHIBIT E”

Engineering Plans and Specifications for Sewer System

“EXHIBIT F”

Pro-Forma Income and Expense Statement

JACABB UTILITIES, LLC
PRO-FORMA INCOME AND EXPENSE STATEMENT
DOCKET NO. 2019-189-S

REVENUES

Service Revenues – Basis Facility Charge	\$20,874
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EXPENSES

Operations/Admin	\$9,800
Electrical	\$3,000
Water	\$ 420
Maintenance/Repair/Cleaning	\$2,600
Legal & Professional Fees	\$ 300
Telemetry	\$ 350
Regulatory Fees and Taxes	\$1,060
PUPS	\$ 56
Insurance	\$ 250
Misc (Postage, etc)	<u>\$1,100</u>

Total Expenses	<u>\$18,936</u>
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NET INCOME (Rev – Exp)	\$ 1,938
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Operating Margin (Net Income/Rev)	9%
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“EXHIBIT G”

Financial Statement

Rosewood at Clemson

Sewer System

Anticipated Balance Sheet on date of Completion

Cash	\$ <u>129,376</u>
Fixed Assets	
Account No. 360 Collection Sewer-Force	\$ 40,200
Account No. 361 collection Sewer-Gravity	\$ 137,500
Account No. 371 Pumping Equipment	\$ <u>211,400</u>
Total Fix Assets	\$ <u>389,100</u>
Total Projected Assets on Date of completion	\$ <u><u>518,476</u></u>
Liabilities and Equities	
Contribution in Aid of Construction	\$ <u><u>518,476</u></u>

“EXHIBIT H”

Depreciation Schedule

JACABB Utilities, LLC
Rosewood at Clemson
Basis for Depreciation Charges

Description of Property	Original Cost	Life/Method	Annual Depreciation
Pump Station	\$211,400	18 years/SL	\$11,744
Collection Lines – Gravity	\$137,530	45 years/SL	\$3,056
Collection Lines – Force Main	\$40,200	30 years/SL	\$1,340
TOTALS	\$389,130		\$16,140